

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: :
 David John Parkinson : Group Art Unit:
 Serial No.: 10/553,080 : Examiner:
 International Filing Date: March 31, 2004 : Docket No.: DPS-030807 PET-1013US
 For: FILTRATION APPARATUS : Date: September 1, 2006

PETITION IN SUPPORT OF APPLICATION FILED UNDER
 37 CFR §1.47(b) AND FEES UNDER 37 CFR §1.17(h)

Mail Stop PCT
 Commissioner for Patents
 P. O. Box 1450
 Alexandria, Virginia 22313-1450

This is a Petition for acceptance of an application where the sole inventor refuses to execute the application for patent. In support of the Petition, the following are presented:

A. A Declaration in Support of Petition for Application Filed Under 37 CFR §1.47(b) signed by Mr. Christian Ziar, and Exhibits I-VI attached thereto;

B. A Legal Memorandum establishing that ownership of an invention made by an employee in the normal duties of an employee in the United Kingdom is in the employer, and in particular that the ownership of the subject invention made by David John Parkinson would be awarded to Dynamic Processing Solutions Ltd by a court of competent jurisdiction in the United Kingdom, the Memorandum signed by Mr. Noel J. Akers, a Chartered Patent Attorney in the United Kingdom and Fellow of

I hereby certify that this correspondence, and any attachments referred to, is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Box PCT, Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450 on

SEPTEMBER 1, 2006

Date of Deposit

David L. Mossman

9.1.2006

Date

the Chartered Institute of Patent Attorneys; having fastened thereto Attachment I a certified copy of the Statement of Inventorship of GB 0308291.4 and Attachment II a copy of the UK Patents Act 1977, May 2006 (as Amended) Section 39, p. 30, Section 43, p. 33, Section 130, and pp. 75-76;

C. A Declaration and Power of Attorney containing an added section thereto for Signature by Person on Behalf of Nonsigning Inventor Who Refuses to Sign, signed by Mr. Manish B. Vyas, a person with sufficient proprietary interest in the subject application;

D. A Declaration and Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor and Establishing Proprietary Interest for Application Filed Under 37 CFR §1.47(b) signed by Mr. Manish B. Vyas, and Certificate of KCC Group Limited (Exhibit A) attached thereto;

E. A copy of the Assignment between DPS (in Administration) and KCC Group Limited (Exhibit B);

F. A copy of the Agreement dated 1 September 2004 between DPS and KCC Group Limited (Exhibit C);

G. A copy of the Notification of Missing Requirements Under 35 U.S.C. 371 in the United States Designated/Elected Office (DO/EO/US) dated 06/07/2006.

H. The petition fee of \$130.00 (check #14669 dated July 21, 2006).

I. A Petition for Extension of Time under 37 CFR §1.136(a) for one month and the petition fee of \$120.00 (check #15006 dated August 7, 2006).

Facts Concerning Refusal of Sole Inventor to Sign Application

The facts surrounding the refusal of the sole inventor David John Parkinson to sign the application are established by Mr. Christian Ziar's Declaration and the Exhibits attached thereto.

1. Mr. Ziar is a Patent and Trademark Administrator for N. J. Akers & Co., a law firm in the United Kingdom concerned with patents and trademarks, and was the person directly involved with attempting to obtain the signature of the inventor Mr. David John Parkinson on above-identified patent application.

2. As established in his Declaration, Mr. Ziar's efforts to have Mr. Parkinson sign the subject Declaration were as follows:
3. He sent copies of the subject Declaration and Assignment to Mr. Parkinson via email on 23 March, 2006 at 14:05 (copy attached thereto as Exhibit I). Two attachments to this email are noted as "DPS-030807 DECLARATION.doc" and "DPS-030807 ASSIGNMENT.doc" (copies of which are attached thereto as Exhibits II and III, respectively). The DPS number corresponds to the docket number of the subject application.
4. An email in reply was received by Mr. Ziar from Mr. Parkinson on 23 March, 2006, at 16:54 (a copy of which is attached as Exhibit IV thereto). The following are noted from that email:
 - a. The first sentence: "Please note that as far as I am concerned *the patents you refer to* [which includes the subject case DPS-030807] *were all assigned to Dynamic Processing Solutions Ltd at the time we were all working there ...*" (emphasis added) is a clear indication that Mr. Parkinson considers the rights in the invention of the subject application assigned to Dynamic Processing Solutions Ltd at the time of the invention thereof.
 - b. The entire content and tone of this email constitutes a written refusal from Mr. Parkinson to sign the documents of Exhibits II and III.
5. Mr. Ziar sent a letter was to Mr. Parkinson on 11 May, 2006, at his home address as stated on the PCT application with copies of the subject Declaration and Assignment requesting that he sign them. A copy of this letter with the address is attached as Exhibit V to Mr. Ziar's Declaration. As noted thereon, the letter was sent via Special Delivery (Recorded Post).
6. Delivery confirmation was checked on the Royal Mail online service. The online service confirmed the letter to have been delivered to Mr. Parkinson's home address on 12 May, 2006 and signed for by "P A Parkinson". A copy of the printout of this delivery confirmation is enclosed as Exhibit VI (2 pages).
7. Mr. Ziar has received no response from Mr. Parkinson in response to Mr. Ziar's letter of 11 May, 2006, as of the 14 July 2006 date of his Declaration.

Initial Ownership of Invention by DPS

In accordance with MPEP §409.03(f), attached hereto is also a Legal Memorandum dated 30 August 2006 from Mr. Noel J. Akers that the ownership of any invention made by employees in the United Kingdom in the normal duties of that person may belong to the employer, in view of Sections 39 and 43 of the United Kingdom Patents Act 1977, as amended up to May 2006. Further it is Mr. Akers' opinion that the Patent Court, a court of competent jurisdiction in the United Kingdom, would by weight of its authority in that jurisdiction would award all right and title in the subject invention made by Mr. Parkinson in the United Kingdom during his normal duties while employed by Dynamic Processing Solutions Limited (DPS herein) to DPS. A certified copy of statement of inventorship and right to grant of a patent is affixed thereto as Attachment I. Mr. Akers, as a licensed attorney in the United Kingdom has firsthand knowledge of the law therein. A copy (in the English language) of the appropriate statute (being other than the United States statute) is incorporated within Mr. Akers' memorandum (Attachment II).

The Applicant further submits that the fact that the initial ownership in the subject invention was to DPS was acknowledged by the inventor Mr. Parkinson himself in his 23 March, 2006 email to Mr. Ziar as established above (Exhibit IV).

Present Ownership of Invention by KCC Group Limited, Applicant Herein On Behalf of Nonsigning Sole Inventor

The facts surrounding the present ownership of the invention in KCC Group Limited establishing a proprietary interest in the subject application are as follows:

1. As established in Mr. Vyas' Declaration attached hereto, KCC Group Limited, for which Mr. Vyas is authorized to sign, has a proprietary interest in the subject invention. KCC Group Limited has a *bona fide* intent and plan to disclose, publicize, market and otherwise commercialize the invention described and claimed in the subject patent application to potential customers within the United States as soon as possible after the subject patent application is accepted. Such disclosure, publicity and marketing without acceptance by the

United States Patent and Trademark Office would jeopardize the rights of the parties herein – the owners of the rights in the invention. A primary reason for the ownership of the rights in an invention is to commercially exploit it, and such exploitation of the claimed invention herein is the intent of the owner KCC Group Limited. This intent and plan to disclose, publicize and market the invention described and claimed in the subject patent application to potential customers within the United States constitutes a firm plan for commercialization of the subject matter of the subject application.

2. Mr. Vyas is authorized to sign the Declaration by a Person Signing on Behalf of the Nonsigning Inventor Establishing Proprietary Interest on behalf of KCC Group Limited, by virtue of the Certificate of KCC Group Limited signed by Mr. George Mackie, Director of Finance, Eastern Hemisphere, on January 30, 2006, attached thereto as Exhibit A.
3. DPS, the original owner of the subject invention as established above by Mr. Akers' legal memorandum, has assigned all rights in the subject invention to KCC Group Limited. As proof of this assignment, attached hereto is a copy of the Assignment between DPS (in Administration) and KCC Group Limited (Exhibit B) wherein DPS assigned to KCC Group Limited full title and exclusive benefit of the Invention in the United Kingdom and throughout the world, the Invention being the applications in the Schedule attached thereto, which include Filtration Apparatus, the same invention described in the application herein, reciting application numbers GB0308291.4 and PCT/GB04/001351 to which the subject application claims priority.
4. As further evidence of the ownership of the invention by KCC Group Limited, also attached hereto is a copy of an Agreement (Exhibit C) dated 1 September 2004 between DPS and KCC Group Limited, where DPS agreed to sell and KCC Group Limited agreed to buy the Assets of DPS, which include the Intellectual Property Rights thereof. The Intellectual Property Rights of DPS sold to KCC Group Limited include those on Schedule 1 attached thereto including United Kingdom Application Number 0308291.4 (same as GB0308291.4 noted immediately above) also identified as Dyna-Sep.

5. Thus, it is respectfully submitted that by virtue of the transmission of ownership from inventor Mr. Parkinson to DPS to KCC Group Limited, for which entity Mr. Vyas is authorized to sign, he is authorized to sign this Statement on behalf of KCC Group Limited which has sufficient proprietary interest to make the subject application for the nonsigning inventor. Mr. Vyas' relationship to the inventor is an authorized agent of the current owner of the invention, KCC Group Limited, as assigned to them by the original owner DPS, who owned and held title to the invention by virtue of the inventor's employment of Mr. Parkinson at the time the invention was made and by virtue of United Kingdom law, which ownership is explicitly acknowledged by Mr. Parkinson.

Prayer for Relief

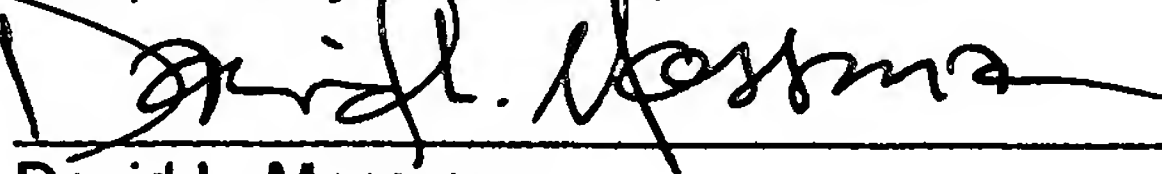
In view of these facts, the Applicant respectfully petitions that the United States Patent and Trademark Office accept the application because the inventor has refused to sign, and accept the application on behalf of one showing sufficient proprietary interest in the matter justifying such action, necessary to preserve the rights of said party.

Fee

The petition fee of \$130.00 is enclosed by check herein. If any additional fees are due with respect to this Petition and submissions attached hereto, the Examiner is authorized to charge such fees to Madan, Mossman & Sriram, P.C. Deposit Account No. 13-0010 (PET-1013US).

Date: 9/1/2006

Respectfully submitted,



David L. Mossman
Reg. No. 29,570
Attorney for Applicant
Madan, Mossman & Sriram, P.C.
2603 Augusta
Suite 2603
Houston Texas 77057

Phone: 512/219-4026
Facsimile: 512/219-4036
Email: dmossman@madanlaw.com

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: : **OFFICIAL**
David John Parkinson : Group Art Unit:
Serial No.: 10/553,080 : Examiner:
International Filing Date: March 31, 2004 : Docket No.: DPS-030807 PET-1013US
For: FILTRATION APPARATUS :

**DECLARATION IN SUPPORT OF PETITION
FOR APPLICATION FILED UNDER 37 CFR §1.47(b)**

Mail Stop PCT
Commissioner for Patents
P. O. Box 1450
Alexandria, Virginia 22313-1450

This is a Declaration in support of a Petition for acceptance of a Declaration and Power of Attorney filed by Cameron International on behalf of an unavailable sole inventor. In support of the Petition, the following supporting facts are presented:

1. I, Christian Ziar, am a Patent and Trademark Administrator for N. J. Akers & Co., a law firm in the United Kingdom concerned with patents and trademarks, having a place of business at the address below my signature *infra*.
2. Mr. David John Parkinson is the named inventor in the above-identified patent application.

I hereby certify that this correspondence, and any attachments referred to, is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Box PCT, Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450 on

SEPTEMBER 1, 2006

Date of Deposit

David L. Mossman

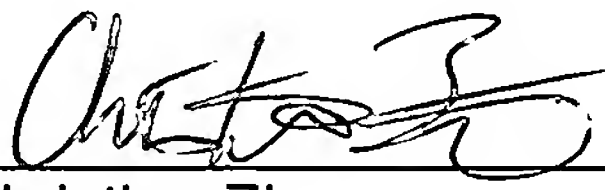
9.1.2006
Date

3. It is my understanding that Mr. Parkinson was a full time employee of Dynamic Processing Solutions Limited (hereinafter DPS) at the time the subject invention was made. I further understand that the nature of his employment was such that the United Kingdom Patents Act would vest all rights in the invention in his employer, DPS.
4. I am aware that Mr. Parkinson is no longer an employee of DPS.
5. My efforts to have Mr. Parkinson sign the subject Declaration and Assignment have been as follows:
6. Copies of the subject Declaration and Assignment were sent to Mr. David Parkinson, via email on 23 March, 2006 at 14:05, a copy of which is attached hereto as Exhibit I. Two attachments to this email are noted as "DPS-030807 DECLARATION.doc" and "DPS-030807 ASSIGNMENT.doc", copies of which are attached hereto as Exhibits II and III, respectively. The DPS number corresponds to the docket number of the subject application.
7. An email in reply was received from Mr. Parkinson on 23 March, 2006, at 16:54, a copy of which is attached as Exhibit IV hereto. The following are noted from that email:
 - a. The first sentence: "Please note that as far as I am concerned the patents you refer to [which includes the subject case DPS-030807] were all assigned to Dynamic Processing Solutions Ltd at the time we were all working there ..." is a clear indication that Mr. Parkinson considers the rights in the invention of the subject application assigned to Dynamic Processing Solutions Ltd at the time of the invention thereof.
 - b. That the entire content and tone of this email constitutes a written refusal from Mr. Parkinson to sign the documents of Exhibits II and III.
 - c. The signature block at the end of Mr. Parkinson's 23 March email notes that he is the Chairman of DPS (Bristol) Ltd. This is a different legal entity from Dynamic Processing Solutions Limited (DPS herein).

8. A letter was sent to Mr. Parkinson on 11 May, 2006, at his home address as stated on the PCT application with copies of the subject Declaration and Assignment (Exhibits II and III, respectively) requesting that he sign them. A copy of this letter with the address is attached as Exhibit V hereto. As noted thereon, the letter was sent via Special Delivery (Recorded Post).
9. Delivery confirmation was checked on the Royal Mail online service. The online service confirmed the letter to have been delivered to Mr. Parkinson's home address on 12 May, 2006 and signed for by "P A Parkinson". A copy of the printout of this delivery confirmation is enclosed as Exhibit VI (2 pages).
10. No response has been received to date from Mr. Parkinson in response to my letter of 11 May, 2006.
11. I have not received an express oral refusal from Mr. Parkinson, although it is my opinion that his email of 23 March, 2006 constitutes an express written refusal to sign the documents.
12. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application cited above or any patent issued thereon. Further Declarant sayeth not.

Respectfully submitted,

Date: 14 JULY, 2006


Christian Ziar
Patent and Trademark Administrator
N. J. Akers & Co.
Carines, Cubert
Newquay
Cornwall TR8 5ET

United Kingdom

Tel: (44) 1637 831405

Fax: (44) 1637 831409

Exhibit I**Christian Ziar (N.J. Akers & Co)**

From: Christian Ziar [ziar@njakers.com]
Sent: 23 March 2006 14:05
To: 'Bridget Orchard'
Cc: 'Janis McCorry'; 'davidparkinson@dps-global.com'
Subject: Patent Documents
Attachments: DPS-030805 US Assignment.doc; DPS-030806 US ASSIGNMENT.doc; DPS-030807 DECLARATION.doc; DPS-030807US ASSIGNMENT.doc; KCC-030804 US ASSIGNMENT.doc

Tracking:	Recipient	Read
	'Bridget Orchard'	
	'Janis McCorry'	Read: 24/03/2006 13:07
	'davidparkinson@dps-global.com'	
	Bridget Orchard	Read: 23/03/2006 14:36

Dear Ms. Orchard

Further to your ongoing assistance with obtaining signatures on a number of documents. I would be most grateful if you could similarly assist with four further documents which are attached. Could you please confirm whether you will be able to assist with securing the signatures of:

Mr Neil Young
 Mr. David Drew
 Mr. Parkinson

As before I'm afraid that we require these documents completed with some urgency.

I am grateful for you ongoing assistance.

Kind regards,

Christian Ziar

N.J. Akers & Co.
 Carines, Cubert
 Newquay
 Cornwall TR8 5ET
 United Kingdom

Tel: + 44 (0) 1637 831405
 Fax: + 44 (0) 1637 831409

03/07/2006

DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION

As the below named inventors, we hereby declare that:

Our residence, post office address and citizenship are stated below each of our names.

We believe that we are the original, first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled "**Filtration Apparatus**," the specification of which was submitted under 35 USC 371, with an international filing date of **May 31, 2004**, and assigned **Serial No. 10/553,080**.

We hereby state that we have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

We acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Sec. 1.56 (a).

We hereby claim foreign priority benefits under Title 35, United States Code, Sec. 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.

PRIOR FOREIGN APPLICATION(S)

NUMBER	COUNTRY	(DAY/MONTH/YEAR FILED)	YES	NO
		PRIORITY CLAIMED		
PCT/GB2004/001351	WO	31 May 2004	XX	
0308291.4	GB	10 April 2003	XX	

We hereby claim the benefit under Title 35, U.S.C., Sec. 120 of any United States application or under Title 35, U.S.C., Section 119(e) of any provisional application listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in any prior United States application in the manner provided by the first paragraph of Title 35, U.S.C., Sec. 112.

We acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

SERIAL NO.	FILING DATE	STATUS
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We hereby appoint, Peter Bielinski (Reg. No. 29,282), Manish Vyas (Reg. No. 54,516), David L. Mossman (Reg. No. 29,570), Paul S. Madan (Reg. No. 33,011), Kaushik P. Sriram (Reg. No. 43,150), Gene L. Tyler (Reg. No. 35,395), Chandran D. Kumar (Reg. No. 48,679), Randall C. Furlong (Reg. No. 35,144) and Barbara J. Tribble (Reg. No. 37,670), as our attorneys with full power of substitution and revocation to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Please address all correspondence regarding this application to:

Customer No. 27778
Patent Services Department
Cooper Cameron Corporation
P.O. Box 1212
Houston, Texas 77251-1212

Direct all telephone calls to David L. Mossman at (512) 219-4026.

We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Sec. 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

First Named Inventor:	David John Parkinson
Residence:	Arodene, Walton-in-Gordano Clevedon, North Somerset BS21 7AR Great Britain
Post Office Address:	Same
Citizen Of:	Great Britain

Date

David John Parkinson

PET-1013US DPS-030807

ASSIGNMENT

IN CONSIDERATION OF ONE (1) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt, sufficiency and adequacy of which are hereby acknowledged, the undersigned, do/does hereby:

SELL, ASSIGN AND TRANSFER to **KCC Group Limited.**, having a place of business at **111 Windmill Road, Sunbury on Thames, Middlesex, TW 16 7EF, United Kingdom**, the entire right, title and interest for the United States and all foreign countries in and to any and all inventions and improvements which are disclosed in the application for United States Letters Patent, which has been executed by the undersigned and is entitled "**Filtration Apparatus**" further identified as U.S. Application Serial No. **10/553,080**, with an **International Filing Date of March 31, 2004**, such application and all divisional, continuing, substitute, renewal, reissue and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such inventions or improvements; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on such inventions or improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States;

AUTHORIZE AND HEREBY REQUEST the issuing authorities to issue any and all United States and foreign patents granted on such inventions or improvements to **KCC Group Limited.**

WARRANT AND COVENANT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned;

COVENANT, when requested and at the expense of the Assignee, to carry out in good faith the intent and purposes of this assignment, the undersigned will execute all divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all such improvements; execute all rightful oaths, declarations, assignments, powers of attorney and other papers; communicate to the Assignee all facts known to the undersigned relating to such improvements and the history thereof; and generally do everything possible which the Assignee shall consider desirable for vesting title to such improvements in the Assignee, and for securing, maintaining and enforcing proper patent protection for such improvements;

TO BE BINDING on the heirs, assigns, representatives and successors of the undersigned and extend to the successors, assigns and nominees of the Assignee.

IN WITNESS WHEREOF, the undersigned have hereunto subscribed their names on the date set opposite their signatures.

(Signature) _____
Name: **David John Parkinson**

Date _____

Exhibit IV**Christian Ziar**

From: David Parkinson [davidparkinson@dps-global.com]
Sent: 23 March 2006 16:54
To: Christian Ziar; Bridget Orchard; Neil Vinnicombe
Cc: Janis McCorry; Neil Young; Jim Delves; Simon Brock
Subject: RE: Patent Documents

Dear Christian,

Please note that as far as I am concerned the patents you refer to were all assigned to Dynamic Processing Solutions Ltd at the time we were all working there, we assisted in signing the last set of documents you sent, and quite frankly believe that you should be addressing these issues with the Administrators of Dynamic Processing Solutions Ltd, rather than to us directly.

Please note that Janis McCorry and Bridget Orchard are employees of DPS (Bristol) Ltd, and whilst they always strive to be helpful where they can, they are at this time extremely busy with the day to day work of this company and as such I would prefer that they are not involved in requests of this nature.

As far as Cameron/Petreco/KCC are concerned, they have done little to assist us in DPS (Bristol) Ltd in fact I would say the opposite, we did not sell or transfer anything to them, I am therefore concerned to what warrantee's I may be making about the validity of or value of the said patent's and such whether for £10 or \$1 dollar (which by the way we did not receive, albeit we are being asked to confirm that we have) leaves me a little concerned.

I am not trying to be difficult but I hope you will understand that signing documents without knowing why I should is not something I wish to undertake.

Best Regards

David J Parkinson, Chairman,
 DPS (Bristol) Ltd.
 Office Tel +44 (0) 1275 841300
 Office Fax +44 (0) 1275 841301
 Mob +44 (0) 7766 555 781

www.dps-global.com

DPS (Bristol) Limited. Confidentiality Note: The information in this email and any attachments is confidential and may be legally privileged. It is intended solely for the addressee. If you are not the intended recipient, please do not duplicate or forward this e-mail message and immediately delete it from your computer. Any disclosure, copying, distribution or any action taken or omitted to be taken in reliance on it, is prohibited and may be unlawful. Any views expressed in this message are those of the individual sender, except where the sender specifically states them to be the views of DPS (Bristol) Limited. The contents of an attachment, to this email, may contain software viruses, which could damage your computer system. Whilst DPS (Bristol) Limited has taken every reasonable precaution to minimise this risk, we can not accept liability for any damage which you sustain as a result of a software virus. You should carry out your own virus checks before opening the attachment.

From: Christian Ziar [mailto:ziar@njakers.com]
Sent: 23 March 2006 14:05
To: Bridget Orchard
Cc: Janis McCorry; David Parkinson
Subject: Patent Documents

Dear Ms. Orchard

Further to your ongoing assistance with obtaining signatures on a number of documents, I would be most grateful if you could similarly assist with four further documents which are attached. Could you please confirm whether you will be able to assist with securing the signatures of:

Mr Neil Young
 Mr. David Drew
 Mr. Parkinson

11/05/2006

Mr. David Parkinson
Arodene
Walton Down
Walton-in-Gordano
Clevedon BS21 7AR

Via special delivery

11 May, 2006

Dear Mr. Parkinson.

Our firm represents Cooper Cameron, Petreco International and KCC Group Limited with regard to Intellectual Property including various patent matters.

Further to recent correspondence we would be most grateful if you could review and sign appropriately the enclosed assignment document as well as the Declaration and Power of Attorney for patent application. As you may be aware these documents are required under US laws for patents filed in United States of America.

Please could you sign the documents as indicated and return to us via recorded post as a matter of some urgency. If you have any queries regarding this document please do not hesitate to contact Mr. Noel Akers of this office.

Your assistance in this matter is greatly appreciated.

Yours sincerely

Christian Ziar

Encl:



Your item with reference ZV036330777GB was delivered from our CLEVEDON Delivery Office on 12/05/06 .

Electronic Proof of Delivery for your item



Close window

Print Name

PA PARKINSON

Time

Check time & sign

PA Parkinson

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Product A-Z Quicklinks Make your selection

Search Search


[Postcode/Address Finder](#) [Postal Prices](#) [Track & Trace](#) [Customer Service](#)
[Home](#)[Home > Track and trace >](#)[Track and trace](#)[Sending tracked mail](#)[Tracking your mail](#)[Advertisers and Agencies](#)[Home Shopping](#)[Government and Health sector](#)[Publishing sector](#)[Small Businesses](#)[For you at home](#)[Stamps & collecting](#)[Log in or register here](#)

Email:

Password:

[Register](#) [Log in](#)

Please enter your 13 digit reference number
e.g. AA 0001 0001 9GB
ZV036330777GB

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Choose the right service

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Delivered

Your item with reference ZV036330777GB delivered from our CLEVEDON Delivery on 12/05/06.

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We can confirm that this item was delivered before the guaranteed time.

The electronic Proof of Delivery may not be available for this item yet. Please allow 24 hours after delivery before checking.

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My item arrived but the contents were missing

My item arrived damaged

How can I get my item there quicker next time?

Who signed for my item?

What is electronic Proof of Delivery (ePOD)?

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special delivery

guaranteed by 1pm

next day

Name **Mr D. PARKINSON**
Address **ARDENE, WALTON DOWN**
WALTON IN GORDANO
Postcode **B52 1 7A**

Moneyback guarantee for delay. You can claim compensation of up to £500 for lost or damaged items.

- Tick if you want a higher than standard compensation limit (this costs more).
- Tick one level Up to £1,000 Up to £2,500

• Write your address below.

• Hand this label and your package in at a Post Office branch.

20127/6132 US Ref: ZV 0363 3077 7GB
20132 DCF CA

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DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION

As the below named inventor, I hereby declare that:

My residence, post office address and citizenship are stated below my name.

I believe that I am the original, first and joint inventors of the subject matter which is claimed and for which a patent is sought on the invention entitled "**Filtration Apparatus**," the specification of which was submitted under 35 USC 371, with an international filing date of **May 31, 2004**, and assigned **Serial No. 10/553,080**.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment referred to above.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with Title 37, Code of Federal Regulations, Sec. 1.56 (a).

I hereby claim foreign priority benefits under Title 35, United States Code, Sec. 119 of any foreign application(s) for patent or inventor's certificate listed below and have also identified below any foreign application for patent or inventor's certificate having a filing date before that of the application on which priority is claimed.

PRIOR FOREIGN APPLICATION(S)

NUMBER	COUNTRY	(DAY/MONTH/YEAR FILED)	YES	NO
		PRIORITY CLAIMED		
PCT/GB2004/001351	WO	31 May 2004	XX	
0308291.4	GB	10 April 2003		XX

I hereby claim the benefit under Title 35, U.S.C., Sec. 120 of any United States application or under Title 35, U.S.C., Section 119(e) of any provisional application listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in any prior United States application in the manner provided by the first paragraph of Title 35, U.S.C., Sec. 112. I acknowledge the duty to disclose information which is material to patentability as defined in 37 CFR 1.56, which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

SERIAL NO.	FILING DATE	STATUS
------------	-------------	--------

I hereby appoint, Peter Bielinski (Reg. No. 29,282), Manish Vyas (Reg. No. 54,516), David L. Mossman (Reg. No. 29,570), Paul S. Madan (Reg. No. 33,011), Kaushik P. Sriram (Reg. No. 43,150), Gene L. Tyler (Reg. No. 35,395), Chandran D. Kumar (Reg. No. 48,679), Randall C. Furlong (Reg. No. 35,144) and Barbara J. Tribble (Reg. No. 31,670), as my attorneys with full power of substitution and revocation to prosecute this application and transact all business in the Patent and Trademark Office connected therewith.

Please address all correspondence regarding this application to:

Customer No. 64065
Patent Services Department
Cooper Cameron Corporation
P.O. Box 1212
Houston, Texas 77251-1212

Direct all telephone calls to Manish Vyas at (713) 939-2343.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Sec. 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

First Named Inventor: **David John Parkinson**

Residence: **Arodene, Walton-in-Gordano**
Clevedon, North Somerset BS21 7AR
Great Britain

Post Office Address: **Same**

Citizen Of: **Great Britain**

Date **David John Parkinson**

**ADDED SECTION TO COMBINED DECLARATION AND
POWER OF ATTORNEY FOR SIGNATURE BY PERSON ON BEHALF OF
NONSIGNING INVENTOR WHO REFUSES TO SIGN**

I, Manish B. Vyas, hereby declare that:

- I. I am a citizen of the United States residing at 8526 Bright Grove Ct., Houston, TX 77095.
- II. Upon information and belief, I am a person with sufficient proprietary interest in the subject application, as established by a separate Declaration attached hereto.
- III. By virtue of this proprietary interest, I sign this Declaration on behalf of, and as agent for: **David John Parkinson**, nonsigning inventor who refused to sign.

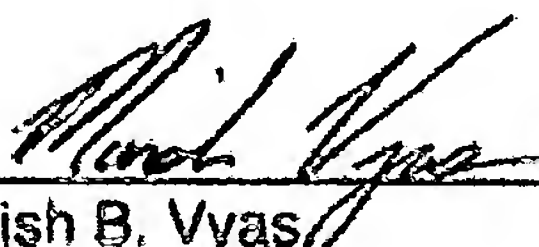
Country of citizenship of David John Parkinson: **Great Britain**

Last known address of David John Parkinson:

Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application cited above or any patent issued thereon. Further Declarant sayeth not.

Respectfully submitted,

Date: Aug. 23, 2006



Manish B. Vyas
Reg. No. 54,516
Manager, Patent Services
Cameron International Corporation
P.O. Box 1212
Houston TX 77251
Tel: 713.939.2343
Fax: 713.939.2856
Manish.Vyas@c-a-m.com

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: :
David John Parkinson : Group Art Unit:
Serial No.: 10/553,080 : Examiner:
International Filing Date: March 31, 2004 : Docket No.: DPS-030807 PET-1013US
For: FILTRATION APPARATUS :

DECLARATION AND STATEMENT OF FACTS IN SUPPORT OF FILING ON
BEHALF OF NONSIGNING INVENTOR AND ESTABLISHING PROPRIETARY
INTEREST FOR APPLICATION FILED UNDER 37 CFR §1.47(b)

Mail Stop PCT
Commissioner for Patents
P. O. Box 1450
Alexandria, Virginia 22313-1450

I, Manish B. Vyas, hereby declare that:

Statement of Facts in Support of Filing on Behalf of the Nonsigning Inventor

Upon information and belief, I am signing on behalf of the non-signing inventor and I am a person showing a sufficient proprietary interest for the Applicant KCC Group Limited; thus I recite facts as to why this action was necessary to preserve the rights of the parties.

Upon information and belief, I attest that KCC Group Limited, for which I am authorized to sign, has a *bona fide* intent and plan to disclose, publicize, market and

I hereby certify that this correspondence, and any attachments referred to, is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to Box PCT, Commissioner for Patents, P.O. Box 1450, Alexandria, Virginia 22313-1450 on

SEPTEMBER 1, 2006

Date of Deposit

David L. Mossman

Date

David L. Mossman 9.1.2006

otherwise commercialize the invention described and claimed in the subject patent application to potential customers within the United States as soon as possible after the subject patent application is accepted. Such disclosure, publicity and marketing without acceptance by the United States Patent and Trademark Office would jeopardize the rights of the parties herein – the owners of the rights in the invention.

Upon information and belief, I understand that a primary reason for the ownership of the rights in an invention is to commercially exploit it, and such exploitation of the claimed invention herein is the intent of the owner KCC Group Limited.

Upon information and belief, I respectfully submit that the intent and plan to disclose, publicize and market the invention described and claimed in the subject patent application to potential customers within the United States constitutes a firm plan for commercialization of the subject matter of the subject application.

Statement by a Person Signing on Behalf of the Nonsigning Inventor Establishing Proprietary Interest

Upon information and belief, I attest that by virtue of the attached copy of the Certificate of KCC Group Limited signed by George Mackie, Director of Finance, Eastern Hemisphere, on January 30, 2006, attached hereto as Exhibit A, I am authorized to sign the Declaration on the above-identified application on behalf of the nonsigning inventor and make this statement as to the facts establishing my proprietary interest by virtue of the Certificate.

Upon information and belief, I attest that my relationship to the inventor is an authorized agent of the current owner of the invention, KCC Group Limited.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under

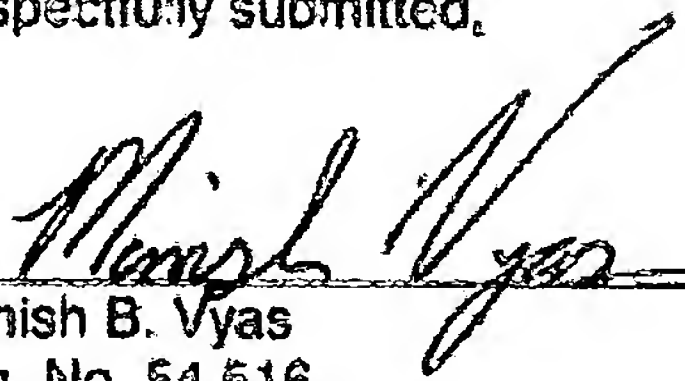
Arodene, Waiton-in-Gordano
Clevedon, North Somerset BS21 7AR
Great Britain

IV. Upon information and belief, I aver those facts that the inventor is required to state, set forth above, and further state that my relationship to the inventor, required by 37 CFR §1.64(b), is a person with sufficient proprietary interest in the subject application to sign on his behalf, as a person authorized and empowered to sign documents on behalf of Applicant KCC Group Limited.

V. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application cited above or any patent issued thereon. Further Declarant sayeth not.

Respectfully submitted,

Date: AUG. 23, 2006


Manish B. Vyas
Reg. No. 54,516

Manager, Patent Services
Cameron International Corporation
P.O. Box 1212
Houston TX 77251

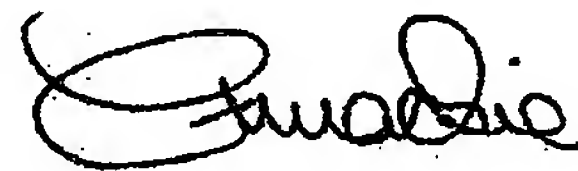
Tel: (713) 939-2343
Fax: (713) 939-2856
Manish.Vyas@c-a-m.com

KCC GROUP LIMITED

I, George Mackie, do hereby certify that I am Director of Finance, Eastern Hemisphere for KCC Group Limited (the "Company"); and that below is a true and complete resolution. I hereby resolve the following:

THAT, Peter Bielinski and Manish B. Vyas be, and hereby are, authorized and empowered to execute intellectual documents on behalf of the Company and its subsidiaries.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of January, 2006.



George Mackie
Director of Finance, Eastern Hemisphere

ASSIGNMENT

This Assignment is between:

- (1) Dynamic Processing Solutions Limited – In Administration
8 Combe Road,
Portishead
Bristol
BS20 6BJ
UNITED KINGDOM

Acting by its Joint administrators
Mr S Haskew and Mr A H Beckingham
Of Begbies Traynor, 58 Queen Square
Bristol BS1 4LF

(hereinafter referred to as "the Assignor");

and

- (2) KCC Group Limited
111 Windmill Road
Sunbury on Thames
Middlesex
TW16 7EF
UNITED KINGDOM

(hereinafter referred to as "the Assignee").

WHEREAS:

(A) The Assignor has applied to the Patent Office of the United Kingdom for patents under the Patents Act 1977 and to the Patent Office of the United Kingdom as Receiving Office for the World Intellectual Property Organisation (WIPO) for patent applications under the Patent Cooperation, hereinafter collectively referred to as "the Applications", further particulars of which are given in the Schedule hereto in respect of the Inventions respectively disclosed in the Applications (hereinafter collectively referred to as "the Inventions").

(B) On 13 July, 2004, the Assignor entered Administration. Pursuant to the sale agreement dated 1 September, 2004, the Assignor sold all right, title and interest it may have had in the inventions and Applications to the Assignee.

(C) Pursuant to the sale agreement dated 1 September, 2004, the Assignor has agreed to assign to the Assignee such right, title and interest it may have in the Inventions and the Applications upon the terms and conditions set out in the sale agreement and as set out below.

NOW IT IS HEREBY AGREED:

1. In pursuance of the said agreement and in consideration of the sum of One Pound (£1.00) now paid by the Assignee to the Assignor (receipt of which the Assignor hereby acknowledges) the Assignor with full title guarantee HEREBY ASSIGNS unto the Assignee:

- 1.1 the Invention and the full and exclusive benefit of them;
- 1.2 all the rights of the Assignor in and to the Applications and the full and exclusive benefit of them and all rights privileges and advantages associated with them;
- 1.3 the full right to apply for and obtain patents or other similar forms of protection in respect of the Inventions in the United Kingdom and throughout the world;
- 1.4 the right to make any new application or applications in respect of any part or parts of the subject-matter of any application or specification filed in connection with the Inventions, including but not limited to any divisional application, continuation application, and continuation-in-part application, and the right to claim priority from any of the Applications;
- 1.5 any patents or other similar forms of protection granted in respect of the Inventions in the United Kingdom or throughout the world pursuant to the Applications;
- 1.6 the right to bring proceedings for any previous infringement of the rights assigned by the Assignment, including but not limited to the right to claim damages for past infringement arising after publication of any of the Applications; and
- 1.7 the right to claim priority of the Applications under the Paris Convention or other convention or treaty giving rise to a right to priority when making applications.

2. The Assignee hereby acknowledges and agrees with the Assignor that the Assignor is not executing this Assignment with the intention of accepting any personal or other liability hereunder and that accordingly any liability of the Assignor (and specifically the Joint Administrators), their employees or agents under this Assignment or arising directly or indirectly in connection therewith is expressly excluded. The Assignee specifically excludes any warranty as to the accuracy of the schedule of patents annexed hereto.

3. In the event of any discrepancy between the terms of this Assignment and the terms of the sale agreement dated 1 September, 2004, the terms of the sale agreement dated 1 September, 2004, shall have precedence, excluding the schedule of patents annexed hereto.

IN WITNESS whereof the parties hereto have caused this Assignment to be duly executed as a Deed on the date first set forth below.

On behalf of Dynamic Processing Systems Limited:

By: 

Name: SIMON ROBERT HASKEN

Title: JOINT ADMINISTRATOR

Date: 25 NOVEMBER 2004

Place: BRISTOL

On behalf of KCC Group Limited:

By: 

Name: MICHAEL P HARTMANN

Title: MANAGER, PATENT SERVICES

Date: NOVEMBER 30, 2004

Place: HOUSTON, TEXAS USA

SCHEDULE

Application Number	Filing Date	Title
GB0325597.3	3 November, 2003	Transferring Apparatus for settled or suspended solids
PCT/GB03/004695	3 November, 2003	Apparatus for transferring settled or suspended solids from an open vessel into a closed vessel
GB0308291.4	10 April, 2003	Filtration Apparatus
PCT/GB04/001351	31 March, 2004	Filtration Apparatus
GB0309606.2	28 April, 2003	Mixing Device
PCT/GB04/001841	28 April, 2004	Mixing Device
GB0315734.4	4 July, 2003	Separator
PCT/GB04/002874	2 July, 2004	Separator
GB0404417.8	27 February, 2004	Cyclone assembly and method for increasing or decreasing flow capacity of a cyclone separator in use
GB0212728.0	31 May, 2002	Swirling flow fluidizing nozzle and fluid outlet combination
PCT/GB03/002370	30 May, 2003	Fluidising apparatus
GB0228199.6	3 December, 2002	Filter tank including filter media discharge means
PCT/GB03/005174	28 November, 2003	Apparatus for inhibiting fines carryover
GB0322754.3	29 September, 2003	Solubility reactor



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
 United States Patent and Trademark Office
 Address COMMISSIONER FOR PATENTS
 P.O. Box 400
 Alexandria, Virginia 22311-4000
 www.uspto.gov

U.S. APPLICATION NUMBER NO	FIRST NAMED APPLICANT	ATTY DOCKET NO
10/553,080	David John Parkinson	DPS-030807 PET-1013US

27778
 COOPER CAMERON CORPORATION
 PO BOX 1212
 HOUSTON, TX 77251-1212

RECEIVED
 JUN 12 2006
 Cooper Cameron Corp
 Patent Services

INTERNATIONAL APPLICATION NO	
PCT/GB04/01351	
INT. FILING DATE	PRIORITY DATE
03/31/2004	04/10/2003

CONFIRMATION NO. 2720
 371 FORMALITIES LETTER



00000000010147386

Date Mailed: 06/07/2006

NOTIFICATION OF MISSING REQUIREMENTS UNDER 35 U.S.C. 371 IN THE UNITED STATES DESIGNATED/ELECTED OFFICE (DO/EO/US)

The following items have been submitted by the applicant or the IB to the United States Patent and Trademark Office as a Designated / Elected Office (37 CFR 1.495).

- Copy of the International Application filed on 10/11/2005
- Copy of the International Search Report filed on 10/11/2005
- Preliminary Amendments filed on 10/11/2005
- U.S. Basic National Fees filed on 10/11/2005
- Priority Documents filed on 10/11/2005
- Specification filed on 10/11/2005
- Claims filed on 10/11/2005
- Abstracts filed on 10/11/2005
- Drawings filed on 10/11/2005

The following items **MUST** be furnished within the period set forth below in order to complete the requirements for acceptance under 35 U.S.C. 371:

- Oath or declaration of the inventors, in compliance with 37 CFR 1.497(a) and (b), identifying the application by the International application number and international filing date

ALL OF THE ITEMS SET FORTH ABOVE MUST BE SUBMITTED WITHIN TWO (2) MONTHS FROM THE DATE OF THIS NOTICE OR BY 32 MONTHS FROM THE PRIORITY DATE FOR THE APPLICATION, WHICHEVER IS LATER. FAILURE TO PROPERLY RESPOND WILL RESULT IN ABANDONMENT.

The time period set above may be extended by filing a petition and fee for extension of time under the provisions of 37 CFR 1.136(a).

Applicant is reminded that any communications to the United States Patent and Trademark Office must be mailed to the address given in the heading and include the U.S. application no. shown above (37 CFR 1.5)

A copy of this notice **MUST** be returned with the response.

WINSTON M ALVARADO

Telephone: (703) 508-9140 EXT 206

PART 1 - ATTORNEY/APPLICANT COPY

U.S. APPLICATION NUMBER NO.	INTERNATIONAL APPLICATION NO.	ATTY DOCKET NO.
10/553,680	PCT/GB04/01351	DPS-030807 PET-1013US

FORM PCT/DO/EO/205 (371 Formalities Notice)

ATTACHMENT I

TO THE LEGAL MEMORANDUM OF NOEL J. AKERS

Patent
Office

For information

The Patent Office
Concept House
Cardiff Road
Newport
South Wales
NP10 8QQ

The undersigned, being an officer duly authorised in accordance with Section 74(1) and (4) of the Deregulation & Contracting Out Act 1994, to sign and issue certificates on behalf of the Controller-General, hereby certify that annexed hereto is a true copy of the Statement of Invention (Form 7/77) filed in connection with the patent application identified therein.

In accordance with the Patents (Companies Re-registration) Rules 1982, if a company named in this certificate and any accompanying documents has re-registered under the Companies Act 1985 with the same name as that with which it was registered immediately before re-registration or the substitution as, or inclusion as, the last part of the name of the words "public limited company" or their equivalents in Welsh, references to the name of the company in this certificate and any accompanying documents shall be treated as references to the name with which it is so re-registered.

In accordance with the rules, the words "public limited company" may be replaced by p.l.c., plc, L. or PLC.

Re-registration under the Companies Act does not constitute a new legal entity but merely subjects the company to certain additional company law rules.

Signed

William Morell

Dated 21 August 2006

C3

Form 7/77

Patents Act 1977
(Rule 15)
 MAY03 09:57-1 01655
 P07/7700 030-030 291.4

7/77

**Statement of inventorship and of
right to grant of a patent**

22 MAY 2003

The Patent Office

 Cardiff Road
 Newport
 South Wales
 NP10 8QQ

1. Your reference

HL84699/000/ASG

2. Patent application number

0308291.4

(if you know it)

3. Full name of the or of each applicant

Dynamic Processing Solutions PLC

4. Title of the invention

FILTRATION APPARATUS

 5. State how the applicant(s) derived the right
 from the inventor(s) to be granted a patent

By virtue of employment of the inventor by the applicant

 6. How many, if any, additional Patents Forms
 7/77 are attached to this form?
 (see note (c))

0

7.

 I/We believe that the person(s) named over the page (and on
 any extra copies of this form) is/are the inventor(s) of the invention
 which the above patent application relates to.

Signature

Date

20th May 2003

 8. Name and daytime telephone number of
 person to contact in the United Kingdom

ASHLEY GILES

[0117] 910 3200

Notes

- a) If you need help to fill in this form or you have any questions, please contact the Patent Office on 08459 500505.
- b) Write your answers in capital letters using black ink or you may type them.
- c) If there are more than three inventors, please write the names and addresses of the other inventors on the back of another Patents Form 7/77 and attach it to this form.
- d) When an application does not declare any priority, or declares priority from an earlier UK application, you must provide enough copies of this form so that the Patent Office can send one to each inventor who is not an applicant.
- e) Once you have filled in the form you must remember to sign and date it.

Patents Form 7/77

Patents Form 7/77

RECEIVED

30 MAY 2003

FORMALITIES CB

Enter the full names, addresses and postcodes of the
inventors in the boxes and underline the surnames

PARKINSON, David John

Arodene

Walton-in-Gordano

Clevedon

North Somerset

BS21 7AR

United Kingdom

Patents ADP number (if you know it):

08563058001

Patents ADP number (if you know it):

Reminder

Have you signed the form?

Patents ADP number (if you know it):

Patents Form 7/77

ATTACHMENT II

TO THE LEGAL MEMORANDUM OF NOEL J. AKERS



For Innovation

The Patents Act 1977 (as amended)

An unofficial consolidation produced by Patents Legal Section

May 2006

those persons as the new proprietor or proprietors of the patent.

(3) Where an order is so made that a patent shall be transferred as mentioned in subsection (2) above or that a person other than an old proprietor may make a new application for a patent and before the reference of the question under that section resulting in the making of any such order is registered, the old proprietor or proprietors or a licensee of the patent, acting in good faith, worked the invention in question in the United Kingdom or made effective and serious preparations to do so, the old proprietor or proprietors or the licensee shall, on making a request to the new proprietor or proprietors or, as the case may be, the new applicant within the prescribed period, be entitled to be granted a licence (but not an exclusive licence) to continue working or, as the case may be, to work the invention, so far as it is the subject of the new application.

(4) Any such licence shall be granted for a reasonable period and on reasonable terms.

(5) The new proprietor or proprietors of the patent or, as the case may be, the new applicant or any person claiming that he is entitled to be granted any such licence may refer to the comptroller the question whether that person is so entitled and whether any such period is or terms are reasonable, and the comptroller shall determine the question and may, if he considers it appropriate, order the grant of such a licence.

Employees' inventions

Right to employees' inventions

39.-(1) Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purposes of this Act and all other purposes if -

(a) it was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or

(b) the invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising from the nature of

his duties he had a special obligation to further the interests of the employer's undertaking.

(2) Any other invention made by an employee shall, as between him and his employer, be taken for those purposes to belong to the employee.

(3) Where by virtue of this section an invention belongs, as between him and his employer, to an employee, nothing done -

(a) by or on behalf of the employee or any person claiming under him for the purposes of pursuing an application for a patent, or

(b) by any person for the purpose of performing or working the invention,

shall be taken to infringe any copyright or design right to which, as between him and his employer, his employer is entitled in any model or document relating to the invention.

Compensation of employees for certain inventions

40.-(1) Where it appears to the court or the comptroller on an application made by an employee within the prescribed period that -

(a) the employee has made an invention belonging to the employer for which a patent has been granted,

(b) having regard among other things to the size and nature of the employer's undertaking, the invention or the patent for it (or the combination of both) is of outstanding benefit to the employer, and

(c) by reason of those facts it is just that the employee should be awarded compensation to be paid by the employer,

the court or the comptroller may award him such compensation of an amount determined under section 41 below.

(2) Where it appears to the court or the comptroller on an application made by an employee within the prescribed period that -

(a) a patent has been granted for an invention made by and belonging to the employee;

(b) his rights in the invention, or in any patent or application for a patent for the invention, have since the appointed day been assigned to the employer or an exclusive licence under the patent or

as his employer as it applies to any contract made between an employee and an employer other than the Crown, and for the purposes of this section "Crown employee" means a person employed under or for the purposes of a government department or any officer or body exercising on behalf of the Crown functions conferred by any enactment or a person serving in the naval, military or air forces of the Crown.

Supplementary

43.-(1) Sections 39 to 42 above shall not apply to an invention made before the appointed day.

(2) Sections 39 to 42 above shall not apply to an invention made by an employee unless at the time he made the invention one of the following conditions was satisfied in his case, that is to say -

(a) he was mainly employed in the United Kingdom; or

(b) he was not mainly employed anywhere or his place of employment could not be determined, but his employer had a place of business in the United Kingdom to which the employee was attached, whether or not he was also attached elsewhere.

(3) In sections 39 to 42 above and this section, except so far as the context otherwise requires, references to the making of an invention by an employee are references to his making it alone or jointly with any other person, but do not include references to his merely contributing advice or other assistance in the making of an invention by another employee.

(4) Any references in sections 39 to 42 above to a patent and to a patent being granted are respectively references to a patent or other protection and to its being granted whether under the law of the United Kingdom or the law in force in any other country or under any treaty or international convention.

(5) For the purposes of sections 40 and 41 above the benefit derived or expected to be derived by an employer from an invention or patent shall, where he dies before any award is made under section 40 above in respect of it, include any benefit derived or expected to be derived from it by his personal representatives or by any person in whom it was vested by their assent.

(5A) For the purposes of sections 40 and 41 above the benefit derived or expected to be derived by an employer from an invention shall not include any benefit derived or expected to be derived from the invention after the patent for it has expired or has been surrendered or revoked.

(6) Where an employee dies before an award is made under section 40 above in respect of a patented invention made by him, his personal representatives or their successors in title may exercise his right to make or proceed with an application for compensation under subsection (1) or (2) of that section.

(7) In sections 40 and 41 above and this section "benefit" means benefit in money or money's worth.

(8) Section 533 of the Income and Corporation Taxes Act 1970⁴ (definition of connected persons) shall apply for determining for the purposes of section 41(2) above whether one person is connected with another as it applies for determining that question for the purposes of the Tax Acts.

Contracts as to patented products, etc.

Avoidance of certain restrictive conditions

44. [repealed]

Determination of parts of certain contracts

45. [repealed]

Licences of right and compulsory licences

Patentee's application for entry in register that licences are available as of right

46.-(1) At any time after the grant of a patent its proprietor may apply to the comptroller for an entry to be made in the register to the effect that licences under the patent are to be available as of right.

(2) Where such an application is made, the comptroller shall give notice of the application to any person registered as having a right in or under the patent and, if satisfied that the proprietor of the patent is not precluded by contract from granting licences under the patent, shall make that entry.

(3) Where such an entry is made in respect of a patent -

(a) any person shall, at any time after the entry is made, be entitled as of right to a licence under the patent on such terms as may be settled by agreement or, in default of agreement, by the comptroller on the

⁴ To be construed as a reference to section 839 of the Income and Corporation Taxes Act 1988

and in the said section 2(3), as it applies by virtue of this sub-section in relation to any such specification, the words "both as filed and" shall be omitted.

(3) In section 8(1), (2) and (4) of the 1949 Act (search for anticipation by prior claim) the references to any claim of a complete specification, other than the applicant's, published and filed as mentioned in section 8(1) shall include references to any claim contained in an application made and published under this Act or in the specification of a patent granted under this Act, being a claim in respect of an invention having a priority date earlier than the date of filing the complete specification under the 1949 Act.

(4) In section 32(1)(a) of the 1949 Act (which specifies, as one of the grounds of revoking a patent, that the invention was claimed in a valid claim of earlier priority date contained in the complete specification of another patent), the reference to such a claim shall include a reference to a claim contained in the specification of a patent granted under this Act (a new claim) which satisfies the following conditions -

(a) the new claim must be in respect of an invention having an earlier priority date than that of the relevant claim of the complete specification of the patent sought to be revoked; and

(b) the patent containing the new claim must be wholly valid or be valid in those respects which have a bearing on that relevant claim.

(5) For the purposes of this section and the provisions of the 1949 Act mentioned in this section the date of filing an application for a patent under that Act and the priority date of a claim of a complete specification under that Act shall be determined in accordance with the provisions of that Act, and the priority date of an invention which is the subject of a patent or application for a patent under this Act shall be determined in accordance with the provisions of this Act.

Application of Act to Crown

129. This Act does not affect Her Majesty in her private capacity, but subject to that, it binds the Crown.

Interpretation

130.-(1) In this Act, except so far as the context otherwise requires -

"application fee" means the fee prescribed for the purposes of section 14(1A) above;

"application for a European patent (UK)" and (subject to subsection (4A) below) "international application for a patent (UK)" each mean an application of the relevant description which, on its date of filing, designates the United Kingdom;

"appointed day", in any provision of this Act, means the day appointed under section 132 below for the coming into operation of that provision;

"biological material" means any material containing genetic information and capable of reproducing itself or being reproduced in a biological system;

"biotechnological invention" means an invention which concerns a product consisting of or containing biological material or a process by means of which biological material is produced, processed or used;

"Community Patent Convention" means the Convention for the European Patent for the Common Market;

"comptroller" means the Comptroller-General of Patents, Designs and Trade Marks;

"Convention on International Exhibitions" means the Convention relating to International Exhibitions signed in Paris on 22 November 1928, as amended or supplemented by any protocol to that convention which is for the time being in force;

"court" means

(a) as respects England and Wales, the High Court or any patents county court having jurisdiction by virtue of an order under section 287 of the Copyright, Designs and Patents Act 1988;

(b) as respects Scotland, the Court of Session;

(c) as respects Northern Ireland, the High Court in Northern Ireland;

(d) as respects the Isle of Man, Her Majesty's High Court of Justice of the Isle of Man;

“date of filing” means -

(a) in relation to an application for a patent made under this Act, the date which is the date of filing that application by virtue of section 15 above; and

(b) in relation to any other application, the date which, under the law of the country where the application was made or in accordance with the terms of a treaty or convention to which that country is a party, is to be treated as the date of filing that application or is equivalent to the date of filing an application in that country (whatever the outcome of the application);

“designate” in relation to an application or a patent, means designate the country or countries (in pursuance of the European Patent Convention or the Patent Co-operation Treaty) in which protection is sought for the invention which is the subject of the application or patent [and includes a reference to a country being treated as designated in pursuance of the convention or treaty]¹¹.

“electronic communication” has the same meaning as in the Electronic Communications Act 2000;

“employee” means a person who works or (where the employment has ceased) worked under a contract of employment or in employment under or for the purposes of a government department or a person who serves (or served) in the naval, military or air forces of the Crown;

“employer” in relation to an employee, means the person by whom the employee is or was employed;

“enactment” includes an Act of Tynwald;

“European Patent Convention” means the Convention on the Grant of European Patents, “European patent” means a patent granted under that convention, “European patent (UK)” means a European patent designating the United Kingdom. “European

Patent Bulletin” means the bulletin of that name published under the convention, and “European Patent Office” means the office of that name established by that convention;

“exclusive licence” means a licence from the proprietor of or applicant for a patent conferring on the licensee, or on him and persons authorised by him, to the exclusion of all other persons (including the proprietor or applicant), any right in respect of the invention to which the patent or application relates, and “exclusive licensee” and “non-exclusive licence” shall be construed accordingly;

“formal requirements” means those requirements designated as such by rules made for the purposes of section 15A above;

“international application for a patent” means an application made under the Patent Co-operation Treaty;

“International Bureau” means the secretariat of the World Intellectual Property Organization established by a convention signed at Stockholm on 14 July 1967;

“international exhibition” means an official or officially recognised international exhibition falling within the terms of the Convention on International Exhibitions or falling within the terms of any subsequent treaty or convention replacing that convention;

“inventor” has the meaning assigned to it by section 7 above;

“journal” has the meaning assigned to it by section 123(6) above;

“mortgage”, when used as a noun, includes a charge for securing money or money’s worth and, when used as a verb, shall be construed accordingly;

“1949 Act” means the Patents Act 1949;

“patent” means a patent under this Act;

“Patent Co-operation Treaty” means the treaty of that name signed at Washington on 19 June 1970;

“patented invention” means an invention for which a patent is granted and “patented process” shall be construed accordingly;

“patented product” means a product which is a patented invention or, in relation to a

11. The wording in square brackets currently applies only in relation to designation under the PCT (see article 2(j) of SI 2004/3205). In relation to designation under the EPC, the provision is read without the bracketed wording until such time as EPC 2000 comes into force.

LEGAL MEMORANDUM

Rights of employers to employee's inventions under the Patent Law of the United Kingdom

This Legal Memorandum has been prepared by Noël James Akers, a Chartered Patent Attorney in the United Kingdom and Fellow of the Chartered Institute of Patent Attorneys. Mr. Akers is also a Registered Patent Attorney in the United Kingdom, having been entered on the Register in 1989 following successful completion of the appropriate examinations and training period. He has practiced patent law in the United Kingdom continuously since his entry on the Register.

Summary of relevant provisions of UK law

The law of the United Kingdom governing the ownership of inventions made by employees during the term of their employment is the United Kingdom Patents Act 1977, as amended up to May 2006 (hereafter 'the Act'). In particular, Section 39 of the Act in relevant part provides as follows:

- (1) *Notwithstanding anything in any rule of law, an invention made by an employee shall, as between him and his employer, be taken to belong to his employer for the purpose of this Act and all other purposes if –*
- a. *it was made in the course of the normal duties of the employee or in the course of duties falling outside his normal duties, but specifically assigned to him, and the circumstances in either case were such that an invention might reasonably be expected to result from the carrying out of his duties; or*
 - b. *the invention was made in the course of the duties of the employee and, at the time of making the invention, because of the nature of his duties and the particular responsibilities arising*

from the nature of his duties he had a special obligation to further the interests of the employer's undertaking.

- (2) Any other invention made by an employee shall, as between him and his employer, be taken for those purposes to belong to the employee.*

Section 39 of the Act relates to any inventions made after June 1, 1978, as provided for by section 43(1) of the Act.

Further, section 43(2) provides that section 39 governs the ownership of any inventions made by employees that are:

- (a) mainly employed in the United Kingdom; or
- (b) not mainly employed anywhere or whose place of employment could not be determined, but whose employer had a place of business in the United Kingdom to which the employee was attached, whether or not he was also attached elsewhere.

In the light of the provisions of section 43, a person employed by a company in the United Kingdom and having their place of work at a location or site of that company in the United Kingdom falls within the provisions of section 39 of the Act.

Under the provisions of section 130(1) of the Act, a person is an employee if he works under a contract of employment.

The provisions of section 39(1) of the Act require a two-fold test to be applied. First, it is necessary to examine the duties of the employee, that is the normal duties of that person, such as are defined in the contract of employment, or duties that may have been specially assigned to that person. Inventions arising out of the normal duties of the employee or those specially assigned may belong to the employer. Thus, for example, in the case of an engineer employed in the design and development of improved engineering equipment and processes of the employer, any improvements to the employer's technology will likely arise from the normal duties of the employee. Only in the case that the invention is made by the employee embarking upon a course of action wholly outside their normal or assigned duties can the rights to the invention vest in the employee.

Second, it is necessary to establish whether or not an invention, once made in the course of the normal or assigned duties of the employee, could reasonably have been expected to arise. This test will be fact dependent. In the main, an employee with normal duties to develop new or improved technology should reasonably be expected to make inventions. In contrast, it has been held that a person employed purely as a salesman does not ordinarily have the duty of applying his mind to solving technical problems in the products being sold (*Harris's Patent* [1985] RPC 19).

Under section 39(1)(a) of the Act, if the invention arose as part of the normal or assigned duties of the employee and could reasonably have been expected to arise as a result of those duties being carried out, all right and title in the invention vests in the employer.

The employee may be held to have a particular or special obligation to further the interests of the employer. In general, senior managers and executives within the employer's organization will have increasing responsibilities and obligations to develop the interests of the employer's business. Section 39(1)(b) of the Act provides that an invention made in the course of the normal or specially assigned duties of an employee with such obligations belongs to the employer. The rights vest in the employer regardless of whether or not the invention could reasonably have been foreseen, in such a situation.

Entitlement to USSN 10/553,080 and the invention claimed therein

US patent application serial number 10/553,080 is derived from international patent application number PCT/GB2004/001351, which in turn claims priority from United Kingdom patent application number 0308291.4 having a filing date of 10 April, 2003.

It is understood the invention claimed in USSN 10/553,080 was made by David John Parkinson in the period leading up to the filing of the United Kingdom priority application, that is in the months preceding April 2003. Accordingly, the invention is one made after 1 June, 1978, and thus falls within the provisions of section 39 of the Act.

It is further understood that Mr. Parkinson was formally engaged under contract with Dynamic Processing Solutions Plc (hereafter 'DPS'), an English company, and was employed at the DPS site in Bristol, United Kingdom. Accordingly, it follows that Mr. Parkinson meets the provisions of section 43(2) of the Act as being a person mainly employed in the United Kingdom. It follows that ownership of the invention of USSN 10/553,080 is governed by section 39 of the Act.

It is understood that at the time he made the invention of USSN 10/553,080, Mr. Parkinson was the Managing Director of DPS. The stated aims and objectives of the company were to the development of improved materials handling processes and technology. The duties of Mr. Parkinson would necessarily have required him to be involved in the research and development of new technology and the invention of USSN 10/553,080 arose from carrying out such duties.

The research and development of new process technology is a task that is reasonably expected to result in the making of one or more inventions. Accordingly, it follows that the requirements of section 39(1)(a) of the Act are met, namely that Mr. Parkinson made the invention of USSN 10/553,080 in the course of his normal duties and that those duties were such that an invention would reasonably be expected to result from carrying out those duties. It is this concluded that, by virtue of section 39(1)(a) of the Act, all right and title in the invention vested in DPS.

The foregoing notwithstanding, as Managing Director of DPS, Mr. Parkinson had a particular and special interest to further the interests of DPS. Accordingly, under the provisions of section 39(1)(b) of the Act, all right and title in the invention of USSN 10/553,080 vested in DPS.

Confirmation of the above conclusions is to be found in the file wrapper of the priority application, GB 0308291.4. The statement of inventorship and of right to grant of a patent dated 20 May, 2003, and filed on behalf of DPS by its agent on 22 May, 2003, with the United Kingdom Patent Office in respect of the priority application names David John Parkinson as the sole inventor. The statement of inventorship and of right to grant of a patent specifically states that the applicant, DPS, derived the right from the inventor, Mr. Parkinson, to be granted a patent as follows:

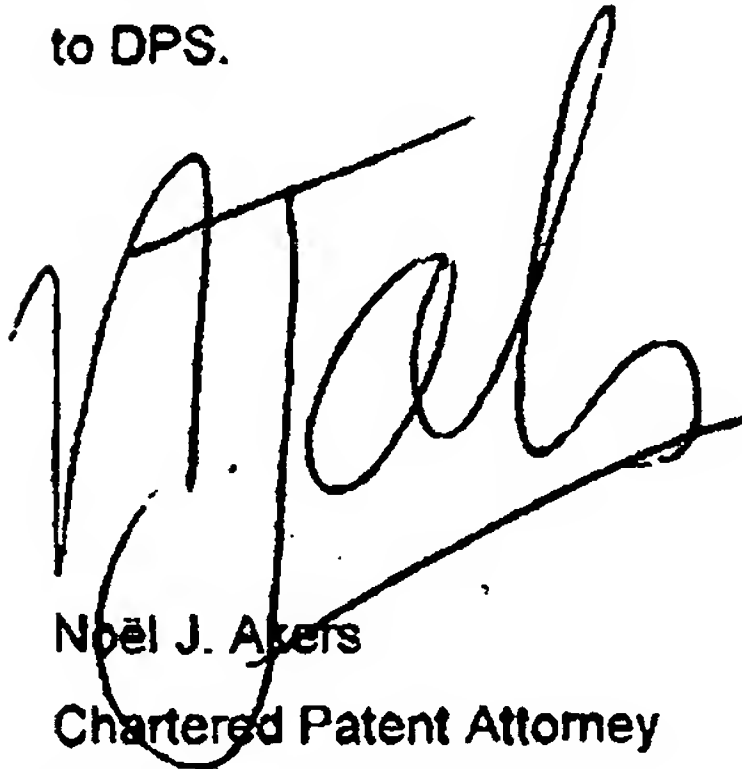
By virtue of employment of the inventor by the applicant

A copy of the statement of inventorship is contained in Attachment I hereto.

The United Kingdom Patent Office will have provided Mr. Parkinson, as a named inventor, with a copy of the statement of inventorship filed in respect of the priority application, in order to alert him to the statements being made and provide him with an opportunity to challenge the entitlement to the patent. No such challenge was filed by Mr. Parkinson.

The statement of inventorship thus confirms the above conclusions that all rights and title in the invention described and claimed in USSN 10/553,080 vested in DPS.

Issues relating to the ownership of and title in inventions arising under section 39 of the Act fall within the jurisdiction of the Patent Court, a division of the English High Court, Chancery Division. Having regard to the requirements of section 39 of the Act and the related sections, as set out above, the relevant case law of the Patent Court and higher courts, and the facts relating to the invention described and claimed in USSN 10/553,080, it is concluded that the Patent Court would award all right and title to DPS.



Noel J. Akers

Chartered Patent Attorney

N.J. Akers & Co.

30 August, 2006

Telephone completed 17.25 hrs
Middley/Watson

Exhibit C

AN AGREEMENT made the

1st

day of

September

2004

BETWEEN:

- (1) Dynamic Processing Solutions Limited (In Administration) whose registered office is at 8 Combe Road, Portishead, Bristol BS20 8BJ registered in England number 04420048 ("the Seller") acting by its Joint Administrators, Mr A H Beckingham and Mr S Haskew of Begbies Traynor, 58 Queen Square, Bristol BS1 4LF ("the Administrators")

and

- (2) KCC Group Limited whose registered office is at 111 Windmill Road, Sunbury on Thames, Middlesex TW16 7EF registered in England number 03458033 ("the Buyer")

WHEREAS:

- 1 On 13 July 2004 the Seller appointed the Administrators as joint administrators of the Company.
- 2 The Seller has agreed to sell and the Buyer has agreed to purchase whatever right, title and interest the Seller may have in certain assets used by it in the Business.
- 3 The Seller has the benefit of specific patents and any other intellectual property rights listed at Schedule 1 hereto and purports to own these patents and other intellectual property rights.
- 4 The Buyer is entering into this Agreement having made such inspection and investigation of the Assets as it thinks fit, on the basis of a purchase by the Buyer of the Assets 'as is' and in full knowledge and acceptance of the terms and conditions of

this Agreement and, in particular (but without limitation), of the fact that the price to be paid for the Assets has been calculated on the acknowledged basis that the risk of good title to all or any of the Assets not passing to the Buyer is the Buyer's alone and that since the Buyer is contracting with a company in administration the terms and conditions of this Agreement are reasonable.

- 5 The Buyer will buy the Assets on the Completion Date and be responsible for all costs, expenses, claims and liabilities as may relate thereto as may arise after that date.

1 Definitions

- 1.1 In this Agreement (including the recital and the schedules), except where a different interpretation is clear from or necessary in the context, the following expressions shall have the following meanings:

the Assets shall mean the Intellectual Property Rights and the Items.

the Business the business of design and manufacture of separation and crude stabilisation equipment (and the operation of such equipment) in the Oil and Gas Industry carried on by the Seller

Business Day any day (other than a Saturday) on which clearing banks in the City of London are open to customers and clients for business

the Buyer's Solicitors Messrs Baker & McKenzie, 100 New Bridge Street, London EC4V 6JA

Completion	completion of the acquisition of the Assets in accordance with the terms of clause 4
the Completion Date	the date hereof
the Goodwill	the goodwill of the Seller in relation to the Business (subject as set out in clause 8) together with the exclusive right (so far as the Seller can grant it) to utilise the name Dynamic Processing Solutions or DPS in the carrying on of a business
Intellectual Property Rights	the rights of the Seller set out at Schedule 1 hereto
the Items	shall mean the products and equipment set out at Schedule 3 hereto
the Property	The leasehold premises at 8 - 10 Combe Road, Portishead, North Somerset BS20 6BJ
the Retained Assets	all assets not expressly sold to the Buyer pursuant to the terms of this Agreement including those particularly described at Schedule 2 and in circumstances of any discrepancy between the Assets and the Retained Assets the Retained Assets will have precedence
the Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 1981, as amended
the Seller's Solicitors	Messrs Clarke Willmott, 1 Georges Square, Bath Street, Bristol BS1 6BA

- 1.2 References to statutory provisions shall be construed as references to any statutory modification or re-enactment thereof (whether before on or after the date of this Agreement) for the time being in force and to any former statutory provision replaced (with or without modification) by the provision referred to and shall include all statutory instruments or orders from time to time made pursuant thereto.
- 1.3 References to clauses are to clauses of this Agreement.
- 1.4 The headings in this Agreement are included for convenience only and shall not affect the interpretation or construction of this Agreement.
- 1.5 Words and expressions defined in the Companies Act 1985 bear the same meaning in this Agreement.
- 2 **Sale and purchase of the Assets**
- 2.1 The Seller shall sell and the Buyer shall buy such right, title and interest as the Seller may have in and to the Assets with effect from the Completion Date.
- 2.2 Subject as otherwise expressly provided in this Agreement, the Buyer shall pay all proper monies, taxes, fees, expenses and outgoings accruing or incurred in connection with the Assets arising or relating to a period after Completion. All necessary apportionments will be made with effect as from the Completion Date on a normal accounting basis and any sums due by one party to any other in respect of any such apportionment shall be paid as and when the same shall be ascertained.
- 3 **Consideration payable by the Buyer**

- 3.1 The purchase consideration payable by the Buyer to the Seller shall be the sum of £306,000 (three hundred and six thousand pounds) plus value added tax payable on the Completion Date.
- 3.2 The purchase consideration shall be paid in full on the Completion Date.
- 3.3 The purchase consideration shall be paid by the Seller to the Buyer's solicitors by way of bankers draft drawn on a UK clearing bank or by telegraphic transfer to: Natwest Bank Taunton, Account Number: 20842973, Sort Code: 60 80 06, reference: 9/247/951462/22.
- 3.4 All sums payable shall be paid without deduction, withholding, off-set or counterclaim whatsoever.
- 3.5 The Seller's Solicitors are authorised by the Seller to receive payment of the purchase consideration on the Seller's behalf and the Seller's Solicitors receipt shall be a sufficient discharge for the Buyer.
- 3.6 The purchase consideration payable by the Buyer is subject to value added tax which shall be payable in addition to the purchase consideration on the presentation by the Seller of the relevant value added tax invoices.
- 3.7 If any payment falls due on a day which is not a Business Day, payment shall be made on the next Business Day.
- 4 Completion**
- 4.1 Completion shall take place on the Completion Date at the offices of the Seller's Solicitors or as may be otherwise agreed.

- 4.2 At Completion the Buyer shall transmit by bankers draft drawn on a UK clearing bank or telegraphic transfer in accordance with clause 3 the whole of the purchase consideration for the Assets and on receipt of such telegraphed sum the Seller shall (insofar as it is able) deliver or give possession of the Assets to the Buyer.

5 Retention of Title

- 5.1 On the Completion Date risk to the Assets shall pass to the Buyer and the Buyer shall effect its own insurances in respect thereof.
- 5.2 The Buyer shall accept the title of the Seller to the Assets without requisition or enquiry.
- 5.3 If any of the Assets of which the Buyer is given possession are found (by agreement between the Buyer and the owner concerned or by a competent court) not to be owned by the Seller or to be subject to any charge lien or other incumbrance the Buyer undertakes promptly to settle direct with the owner of such of the Assets and/or the party having the benefit of such lien charge or encumbrance any and all liability arising in respect thereof (unless otherwise agreed with the relevant owner or other third party concerned)
- 5.4 The Buyer agrees to indemnify and keep indemnified and held harmless the Administrators and each of them against all actions claims liabilities demands and costs whatsoever arising directly or indirectly on account of the giving of possession of the items referred to in clause 5.3 above, provided that the Administrators will as soon as reasonably practicable upon receipt of any such claim provide full details to the Buyer and such information as the Buyer may reasonably request to enable the Buyer to determine the validity and extent of such claim

6 Creditors and Apportionments

6.1 The Buyer shall pay all monies henceforth accruing or to be incurred in respect of the Assets which may arise or relate to any period after the Completion Date but subject thereto the Buyer shall not (unless otherwise expressly provided in this Agreement) have any responsibility for any other creditors nor for any matter or thing done or occurring in relation to the Business up to the Completion Date

6.2 The Buyer will forthwith on demand pay the full cost of any services or other assistance requested of the Seller by the Buyer on or after the Completion Date.

6.3 All necessary apportionments on a usual accounting basis shall be made to give effect to this clause and any sums due will be paid within three Business Days of demand.

7 Employees

7.1 No rights, obligations or liabilities of the employees or former employees of the Seller shall pass to the Buyer under this agreement and the parties consider that the Regulations will not apply as a result of the sale of the Assets under this Agreement.

7.2 However, should any liability under the Regulations be imposed upon the Buyer it will be the Buyer's liability alone and the Buyer shall have no recourse against the Seller or the Administrators in respect of any claim made by or in relation to any of the employees or former employees of the Seller, whether by virtue of the Regulations, the Collective Redundancies and Transfers of Undertakings (Protection of Employment) (Amendment) Regulations 1999 or otherwise howsoever.

8 Goodwill

The Buyer acknowledges that the name "Dynamic Processing Solutions Limited" or "DPS" and the rights therein (including without prejudice to the generality of the foregoing the right to use the name Dynamic Processing Solutions Limited or DPS in relation to the Business) are specifically excluded from sale pursuant to this agreement.

9 Records and certification

9.1 The Seller and the Administrators agree to deliver up to the Buyer's Solicitors upon reasonable request by the Buyer or the Buyer's Solicitors within one month of the Completion Date any documentation and/or certification they have in their possession relating to the Assets and which are reasonably required.

9.2 The Seller and the Administrators agree to give notice of the assignment of the Licence Agreement referred to at Schedule 1(6) and execute or endorse any document or assignment if reasonably required of them by the Buyer (at the Buyer's expense) solely in order to perfect the transfer of the Assets pursuant to this Agreement.

9.3 Nothing in this clause or Agreement will require the Seller or the Administrators to do or allow to be done any act which will result in any liability being incurred by the Seller or Administrators howsoever arising to any third party.

10 Exclusions of Liability

10.1 The Buyer acknowledges and agrees with the Seller and the Administrators as follows:

- (a) that the Seller's and Administrators' knowledge of the Assets is limited and that some may be subject to claims by third parties under reservation of title, liens or otherwise and for the avoidance of doubt it is agreed that due allowance for

the existence of such claims has been made in fixing the purchase consideration payable under this Agreement.

- (b) that if it is found that the Seller does not have title or unencumbered title to any of the Assets purported to be sold under this Agreement the Buyer expressly agrees that it shall have no right either to rescind this Agreement or to claim damages or a reduction in the consideration paid or payable under this Agreement.
- (c) that the interest in the Assets which the Seller sells and the Buyer buys is such right, title and interest as the Seller may have at the Completion Date and references to the Assets shall mean such right, title and interest.
- (d) that all representations, warranties and conditions, express or implied, and whether statutory or otherwise, are expressly excluded upon, and in relation to, the sale of the Assets. Without limiting those general words of exclusion, there are excluded in particular warranties and conditions as to title, quiet possession, satisfactory quality, fitness for any particular, or any, purpose and as to description, either as regards the Assets or any asset the use of which by the Buyer may be permitted hereunder. Nothing in any Schedule to this Agreement shall constitute a warranty in respect of any of the Assets, and save as expressly set out herein any lists of any part of the Assets contained in such schedule is by way of guidance only and is not an exhaustive or complete list of the items in question.
- (e) that the Assets are sold in their present state and condition, and whereabouts, and subject to all faults.
- (f) that it has satisfied itself as to the state and condition, and whereabouts to the Assets and as to their fitness for such purpose or purposes as the Buyer may

intend to use them, and as to their correspondence with any description given or to be implied. It is accepted that no reliance has been placed in this regard on any statement, or silence, of the Seller or of the Administrators or of their employees, advisers, valuers, agents, partners or representatives.

(g) that the exclusions of liability in this Clause shall arise and continue notwithstanding the termination of the Administrators' agency before or after the signing of this Agreement and shall operate as waivers of any claims in tort as well as under the law of contract.

(h) that such exclusions shall be in addition to, and not in substitution for and notwithstanding any right of indemnity or relief otherwise available and shall continue as well after as before completion of this Agreement in whole or in part.

(i) the Seller hereby expressly excludes any liability howsoever arising in respect of any cost, loss, damage, expense, order or award suffered or incurred by any party to this Agreement suffered or incurred by reason of any proceeding, claim or demand made pursuant to Section 320 of the Companies Act 1985.

(j) that the provisions of this Agreement, in particular those in this clause, are fair and reasonable in the circumstances of the insolvency of the Seller, and accord with normal practice on Administration sales. This is the case in particular in the light of the fact that:

(1) the Buyer has had the opportunity to inspect and investigate the Assets;

(2) the Buyer is aware of the need to rely on that opportunity by reason of the absence of warranties;

(3) the Seller is insolvent and faces the constraints of selling necessarily imposed on it in that circumstance;

10.2 The Buyer accepts and agrees that it shall be its responsibility, and at its expense, to apply for and obtain all necessary or appropriate licences, protection orders, legally required consents, permits and rights to use or have the benefit of the Assets and each of them.

10.3 Nothing in this Agreement is to require the Buyer to discharge in whole or in part any liability of the Seller outstanding at the time of entering Administration.

10.4 Each of the sub-clauses of this clause shall be read and construed separately.

10.5 If any of the provisions of this clause is held not to be valid but would be valid if part of the wording were deleted or modified then such provisions shall apply with such modification as may be necessary to make it enforceable.

10.6 Nothing in this Agreement shall operate to restrict or affect in any way any right of the Administrators to any indemnity, or to a lien, whether under the Insolvency Act 1986 or in any other way whatever.

11 Miscellaneous

11.1 Each party hereto shall pay the costs and expenses incurred by it in connection with the entering into and completion of this Agreement.

11.2 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

- 11.3 The Buyer shall pay any stamp duties payable in respect of this Agreement or any other document entered into or executed in connection herewith.
- 11.4 Any demand, notice or communication given under or pursuant to this Agreement shall be in writing and shall be served by sending the same by pre-paid first class post or by delivering the same by hand to the usual or last known address or registered office of the relevant party and any notice so served shall be deemed to have been served if delivered by hand at the time of such delivery and if sent through the post 24 hours (excluding Saturdays, Sundays and statutory holidays) after the time of despatch and in proving service it shall be sufficient to prove in the case of a letter that such letter was properly delivered or stamped, addressed and placed in the post (as the case may be).
- 11.5 No failure to exercise and no delay in exercising on the part of any party of any right power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise any such right power or privilege preclude any further or other exercise thereof or the exercise of any other right power or privilege.
- 11.6 All the provisions of this Agreement shall so far as they are capable of being performed and observed remain in full force and effect notwithstanding completion of any part of this Agreement.
- 11.7 The parties agree that the Administrators are acting as agent of the Seller and that neither the Administrators nor their firm, agents or representatives shall incur any personal liability under this Agreement or under any document made to implement its term save that the obligations of the Administrators provided in this Agreement shall be personal to them and enforceable by the Buyer as such in so far as such enforcement may only comprise specific performance and may not include any claim for damages, costs, expenses or other economic loss.

11.8 All provisions of this Agreement shall so far as they are capable of being performed continue in full force and effect notwithstanding completion of this Agreement.

11.9 This Agreement shall be binding on and shall enure for the benefit of each party's successors and assigns.

12 The Items

The following provisions shall apply with regard to the Items which are part of the Assets and are located at the Property:

- (a) the Buyer will have the responsibility of removing the Items currently stored at the Property or such other location as the Seller shall inform the Buyer within a period of six months following the Completion Date;
- (b) if the Buyer does not arrange collection of the Items or some other arrangement on terms agreed with the occupier of the Property within that six month period to carry out further development work on and/or utilising the Items the Seller shall be entitled by not less than twenty-eight days notice to require the Buyer (at no cost to the Seller) to collect or procure the collection of the Items;
- (c) failing collection thereof within the period stipulated in such notice, the Seller shall be at liberty to dispose of the Items (and retain any proceeds of disposal) on such terms as it shall see fit.

13 Interest

In the event of any default by the Buyer in paying any monies due under this Agreement interest thereon shall be paid at the rate of 3% above the base rate from time to time varying of the Bank of England calculated on a daily basis from the date of default until all such monies have been paid in full together with all interest thereon.

14 Assignment

This Agreement shall not be assignable by the Buyer without the prior written consent of the Administrators.

15 Entire Agreement

This Agreement supersedes any previous agreement between the parties in relation to the matters dealt with herein and represents the entire understanding between the parties in relation thereto.

SCHEDULE 1

INTELLECTUAL PROPERTY RIGHTS

(1) the Patents

All patents and patent applications of the Seller as at the Completion Date including but not limited to the following:-

Title	Country	Application Number	Date of Filing
Fluidising apparatus	United Kingdom	0212728.0	31.05.2002
Fluidising apparatus	International	PCTGB0302370	30.05.2002 (earliest priority 31.05.2002)
Feed, solids from open vessels	United Kingdom	0225802.8	05.11.2002
Feed, solids from open vessels	United Kingdom	0325597.3	03.11.2003
Feed, solids from open vessel	International	PCT/GB2003/004695	03.11.2003
Inhibiting fines carry over	United Kingdom	0228199.6	03.12.2002
Dyna-Sep	United Kingdom	0308291.4	10.04.2003
MixTrans	United Kingdom	0309606.2	28.04.2003
Subsies Separation System	United Kingdom	0315734.4	04.07.2003
Solubility Reactor	United Kingdom	0322754.3	29.09.2003
Pop Up	United Kingdom	0404417.8	27.02.2004

(2) The Computer Software

1. Computational Fluid Dynamics software supplied by Fluent under license, with files associated with patent/patent applications
2. Dyna-Sep Sizing software (not complete) written in Visual Basic (bespoke)
3. Hydro-Trans Sizing spreadsheets written in Excel complete with design manual
4. Any other software owned by the Seller that relates directly to the rights set out in this Schedule.

(3) The Know-how

Any methods, techniques, processes, discoveries or inventions, specifications, formulae, designs, plans, drawings, data, or other technical information relating to the exploitation of any of the Seller's proprietary technology including without limitation the patents together with any improvements thereto and any trade secrets and including, without being limited to, all

copies of documents in the possession of the Seller (in hard or soft copy) which embody any of the know-how.

(4) Other intellectual property

Any other intellectual property rights owned by the Seller which are used in connection with the exploitation of the patents and/or the know-how including without limitation, any copyright works (including rights in computer software), designs (registered or unregistered), database rights, trade marks and trade names (registered or unregistered) (other than the trading name "DPS" and the DPS logo), information protected by any right of confidence; and any patents, know-how or other intellectual property rights which are used by the Seller under licence from any third party (to the extent that the Seller is able to procure the assignment of the right of use thereof).

(5) Machines and Inventory

Any machinery, tooling, patterns, moulds or other equipment or software (whether standalone programs or enhancements or improvements to licensed computer software, including without limitation the CFD software licence (if assignable)) and any sizing programmes (whether complete or under development) owned by the Seller and used in connection with the exploitation of the patents and/or the know-how together with any stock (inventory) of any products which embody or which were made using any of the patents or the know-how, including but not limited to the items

(6) The Seller's Licences

The benefit of and the right to enforce the benefit of any and all licences and other agreements granted by the Seller to any third party in respect of any of the patents, know-how and/or intellectual property rights, including without limitation the Licence Agreement between the Seller and Xago Limited (formerly known as Environmental Processing Solutions Limited) dated 17 November 2003.

(7) Goodwill

Any goodwill specifically pertaining to the rights identified in this Schedule

SCHEDULE 2
THE RETAINED ASSETS

- 1 All book and other debts owing to the Seller at the Completion Date and all securities and guarantees for the same and all amounts owing to the Seller in respect of all goods or other assets supplied and invoiced on or before the Completion Date and all deposits prepayments and bills receivable by the Seller at the Completion Date
- 2 Any deposit or prepayment to third parties
- 3 Any cash in hand and at bank and any cheques bills notes or securities
- 4 All investments in any other companies
- 5 The benefit of all policies of insurance and claims thereunder in respect of claims arising prior to the Completion Date
- 6 All freehold and leasehold properties of the Seller and all interests therein
- 7 Any assets subject to hire purchase, hire, conditional purchase, leasing agreement or subject to retention of title
- 8 The contracts entered into by the Seller for the provision of goods and services by or to the Seller in connection with the Business which at Completion remain to be performed in whole or in part by the Seller
- 9 All computer software of the Seller other than that specifically included in the Assets as described in Schedule 1, such excluded software will include but not limited to:-
 - MS Office/Windows
 - Hysys
 - Sage
 - MS project
 - Smartplant
 - Intools
 - Arcserv

- 10 The Goodwill of the Seller (except any goodwill relating directly to the Intellectual Property Rights).
- 11 Any vehicles in or about the Property
- 12 All other assets of the Seller including specifically but not exhaustively:-
 - 12.1 Current Enquiries (Topsides & General Process)
 - 12.2 Full customer lists
 - 12.3 DPS logo
 - 12.4 DPS website
 - 12.5 DPS email addresses
 - 12.6 DPS office numbers/contacts
 - 12.7 DPS mobiles, numbers and contacts
 - 12.8 Catalogues
 - 12.9 Network servers
 - 12.10 Email server
 - 12.11 Back-up server and tape drive
 - 12.12 Back-up tapes (and contents)
 - 12.13 Personal computers and laptops
 - 12.14 Personal printers (all)
 - 12.15 USB Drives
 - 12.16 UPS power supplies
 - 12.17 Binding machine
 - 12.18 Hole punches
 - 12.19 Telephone system
 - 12.20 Desks, tables and chairs (all)
 - 12.21 Bookcases and shelf units
 - 12.22 Filing cabinets
 - 12.23 FPSO model
 - 12.24 Stationary
 - 12.25 Cleaning materials
 - 12.26 Vacuum cleaner
 - 12.27 Kitchen fridges
 - 12.28 ISO 9001 certification

SCHEDULE 3

ITEMS

Hydro-Trans Stock

1" Hydro Trans Head In 316L	=	38
1" Hydro Trans Head In Duplex	=	89
2" Hydro Trans Head In 316L	=	30
2" Hydro Trans Head In Duplex	=	17

Wet Lab Equipment

Items	Descriptions	Sub- Qty	Qty	Notes
Main Items				
Plastic Hydro Trans			1	In transit OTC (USA)
Model			1	
Hydro Trans Rig			1	
Coriolis meter	Krohne		1	
VIPA	Jorin		1	
Media Screener	Vibrecon, Gough Engineering		1	Not in lab. Stored in Raysons Engineering
Test sieve	Set of 7 sieve and 1 receiver		1	
Barrel Pump			1	
VIPA Computer & Monitor			1	
Data log computer			1	
Data acquisition box			8	
Pressure Transmitter				
	On Hydro Trans rig	5		
	On shelf	3		
HPV software			1	
Ceramic			1	In the conference room
Hydrocyclone			1	
Ultrasonic tube and cable			1	
Ultrasonic control unit			1	
Multistage centrifugal pump			2	Stored in the conference room
Ball valve				

	4" 600#	1	
	2" 150#	1	
Hydrolance		1	
Hydrolance	Inlet/Discharge	1	
Pipeworks/Connecti on			
Minor Items			
Kettle	Mellerware	1	
Water bath	Rod. Hilson	1	
Oven	Russel Hobbs	1	
Handmixer	Frigidaire	1	
Submersible Pump		1	
Scale	Hanson	1	
Cyclone		2	
	Blue	1	
	Yellow	1	
Temperature probe		1	
pH probe		1	
Pressure gauge	Boss, in box	1	Broken
Coarse sieve		2	
Atmo Trans pump		1	
Frame and hanging scale		1	Electro Samson
Jet pump	Mazzel	2	
Jet pump nozzle	Mazzel	1	
Glassware etc & Lab Consumable			
Measuring Cylinders			6
	1000ml, plastic	2	
	250ml, glass	2	
	60ml, glass	2	
Measuring Jug			3
	1000ml, plastic	2	
	500ml, pyrex	1	
Beaker			11
	1000ml	1	
	200ml	4	
	100ml	4	
	50ml, glass	2	
Volumetric flask	250ml		2
Conical flask			6

	250ml	3		
	100ml	3		
Funnel			2	
	Big	1		
	Small	1		
Burette			2	
	50ml	1		
	10ml	1		
perPH buffer			2	
	pH 4, 1 box	1		
	pH 7, 1 box	1		
Bottle			49	
	Brown, safeback	2		
	Distilled water bottle	2		
	Plastic	38		
	Dropper bottle	1		
Glove			5	
	Box of nitrile glove (Green)	4		
	Box of rubber glove (White)	1		
Sand paper	1 roll		1	
Pasteur pipette	Box of		1	
Retort stand			1	
pH paper	Box of		2	
Laboratory brushes			7	
Blue paper			7	6 stored under the stairs and 1 in lab
Pipe & Fittings				
1.5" Pipe	5m long		1	For Hydro Trans rig
2" Pipe	5m long		1	For Hydro Trans rig
Miscellaneous old plastic fittings			2	
	Box of about 10 fittings	1		
	Box of about 20 fittings	1		
Miscellaneous new plastic fittings	Box of about 50 fittings		2	
Flanges	Various sizes		2	
1.5" Lacron fitting	Spares		3	
3" x 2" expander			1	
2" union			1	
2" tees			2	
2" x 1" reducer			3	
0.5" ball valve			2	
Pipe bracket	Various sizes		3	
10mm clear PVC	1 roll about 30m		1	

hose		1	
1" clear PVC hose	1 roll about 20m	1	
O ring	Box of about 10	1	
Blue fire hose		1	
Set of short length pipes 1" - 2"		1	
Plastic pipes off cuts up to 10"		1	
Long lengths clear PVC pipe 0.5" - 1"		6	
Various backing rings		1	
8" strainer		1	
Hydrolance	Set of 2	1	
shovel/fittings		1	
3" Pinch valve		1	
1" Gate valve		1	
Long lengths of 2" grey PVC		1	
Metal bracket		1	
Timber strand		1	
4" metal pipe		1	
2" metal pipe		1	
1.5" PVC pipe		1	
Unistrut		6	
90° Bend		1	
6" Tees		9	
Tees		6	
	1" tee	3	
	1.5" tee	1	
	0.752 tee		18
Bends			
	1.5" 90° Bend	1	
	1" 90° Bend	5	
	0.5" 90° Bend	5	
	1.5" Swept bend	4	
	1" Swept bend	1	
	1" 45° Bend	2	
			23
Reducers			
	2" x 1.5"	1	
	2" x 1"	2	
	2" x 0.75"	3	
	1.5" x 1"	5	
	1.5" x 0.75"	1	
	1" x 0.75"	3	
	1" x 0.5"	6	

	0.75" x 0.5"	2	
Unions	1" union		3
Valves			4
	0.5" Ball valve	1	
	1" Ball valve	1	
	1" Diaphragm valve	1	
	1" pressure relief valve	1	
Various blanks and flanges			1
Various plastic fittings			1
Various pipe brackets			1
Various backing rings			1
Tools & Electrical			
Twist drill head set	Tin box, Screwfix direct		1
Socket set			2
	Blue box	1	
	Grey box, Halfords	1	2 sockets & 1 ratchet handle missing
Torque wrench set	Red box		1
Drill set			2
	Grey box, Ferm	1	4 drill heads missing
	Black box, Wickes	1	
Spanner set	Silverline, Plastic compartment		1
			1 spanner missing (number 10)
Hex key wrench	Hilke, plastic compartment		1
Screwdrivers			14
	1 set Diapers, Green handle	6	
	Halfords, red	2	
	Stanley	2	
	Stanley, greenish blue	1	
	Phillips head		
	Felo, black	1	
	Task force, red handle	2	
Spanners			3
	8" variable head	1	
	Hexagonal	2	
Clamps			4
	Hand clamp, red handle	1	
	G clamp	2	
	G clamp, red	1	
Files	Screwfix, blue handle		2

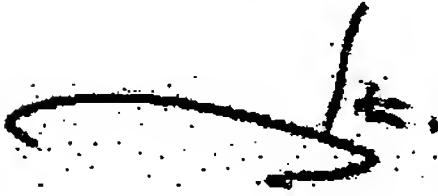
Pliers	Electrician plier, Craftsman black	1	
Jubilee clip filter		1	
Saw		3	
	Hand saw, orange handle	1	
	Steel saw	1	
	Pipe saw (without blade)	1	
Pipe cutter		1	
Penknife		1	
Scissors		1	
Drills	Black & Decker, red	1	
Hammer		2	
	Claw hammer	1	
	Pin hammer	1	
Screwdrivers heads	1 set	1	
Socket heads	1 set	1	
Measuring tape		1	
Halogen light	Black	1	
Pipe bonder		1	
Chain socket		1	
Work bench		1	
Extension wire		1	
Sack trolley		1	
Nuts & Bolts, Fixings etc			
Evostick		1	
WD-40		1	
Araldite	Resin and hardener	1	
Gasket and Joint Compound		1	
UHU glue		1	
Multipurpose oil	3 in 1, 100ml	1	
Small screws, etc	Box of	1	
Nuts, bolts & washers	Box of	1	
Various nuts and bolts		1	
Health and Safety			
Safety helmet		2	Ear defenders attached
Safety goggles		12	
	Full face goggles	3	

	Laboratory goggles	9	5 goggles in a box on the shelf
Gloves		6	
	Pair of safety gloves	4	
	Pair of PVC gloves	2	
Face shield		1	
Coverall	Blue	5	
Lab coat	White	4	
Rubber apron	Brown	1	
Barrier support		3	
Barrier chain		1	
Tape		3	
	Red/white	1	
	Black/yellow	2	
Extractor fan		1	
Dustbin		1	
Eyewash		1	
Absorbent granules	Bag of	2	
Miscellaneous			
Mesh		2	
Various items	Box of about 30	1	Item example: jubilee & crocodile clips etc
Tapes		6	
	Seal	1	
	Duck	2	
	Brown	1	
	Black	2	
Drums		5	
	220L, blue	4	Stored outside. 1 half full of sand and 1 with bags of other solids
	50L, blue	1	Stored outside, empty Duolite drum
Rubber strips		1	
Transformer	Orange	1	
Bucket		12	
	Orange	6	Stored outside
	Black	6	4 stored outside with 1 full of sand
Solvent cement		3	
MEK cleaner		3	
Methylated spirit		1	
Coriolis meter stand		1	

Vacuum	Wet/dry combi	1	Stored outside
Decon 75		1	
Detergent		1	
Bund liner		1	
Water container		1	For Hydro Trans model
Straps		2	

AS WITNESS the hands of the Parties or their duly authorised representatives the day and
year first before written

SIGNED for and on behalf
of the Seller



SIGNED for and on behalf
of the Buyer